

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

Luz Dary Valencia,

Plaintiff,

-Against-

Sergeant Michael Zadwydas, P.O. Ronald Casazza, P.O.
"Richard Roe" No. 1, P.O. "Richard Roe" No. 2, P.O.
"Richard Roe" No. 3 and the City Of New York,

Defendants.

FILED
IN CLERK'S OFFICE
APR 07 2008
P.M.
STIPULATION AND
ORDER OF
SETTLEMENT AND
DISMISSAL

Index No.: 06CV1046
(DLI)(JMA)

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WHEREAS, Luz Dary Valencia commenced this action by filing a complaint on or about March 8, 2006, and an amended complaint on or about July 3, 2007 alleging violations of her civil rights pursuant to 42 U.S.C. §1983 and state law claims; and

WHEREAS, defendants have denied any and all liability arising out of plaintiff Luz Dary Valencia's allegations; and

WHEREAS, the parties now desire to resolve the issues raised in this litigation without further proceedings and without admitting any fault or liability;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed, with prejudice, and without costs, expenses, or fees in excess of the amount specified in paragraph "2" below.

2. The City of New York hereby agrees to pay plaintiff Luz Dary Valencia the sum of SEVENTY FIVE THOUSAND DOLLARS (\$75,000.00) in full satisfaction of all claims,

including claims for costs, expenses and attorney fees. In consideration for the payment of this sum, plaintiff Luz Dary Valencia agrees to dismissal of all the claims against the defendants and to release all defendants, any present or former employees or agents of the City of New York, and the City of New York from any and all liability, claims, or rights of action arising from and contained in the complaint in this action, including claims for costs, expenses, and attorney fees.

3. Plaintiff Luz Dary Valencia shall execute and deliver to defendants' attorney all documents necessary to effect this settlement including, without limitation, a General Release based on the terms of paragraph 2 above and an Affidavit of No Liens.

4. Nothing contained herein shall be deemed to be an admission by any of the defendants that they have in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or the New York City Police Department.

6. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York
~~December 7, 2007~~
April 4, 2008

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By: Alan D. Levine
Alan D. Levine

By: Meghan A. Cavalieri
~~Lisa Rabinowitz~~ Meghan A. Cavalieri (MC 6758)
Assistant Corporation Counsel

SO ORDERED:

S/JMA

~~Dora L. Irizarry, U.S.D.J.~~
Joan M. Azrack

7/7/08